

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISION

FOR

**TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)**

IN

MONTEREY, SAN BENITO, SAN LUIS OBISPO, AND SANTA CRUZ
COUNTIES

AGREEMENT
BETWEEN
ARBOR TREE SURGERY COMPANY
A CALIFORNIA CORPORATION

AND

LOCAL UNION 1245 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

R E C E I V E D
Department of Industrial Relations

JAN 31 2001

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Chief's Office

TERM: January 1, 1999 - December 31, 2001

one-half times (1-1/2Xs) for all hours worked in excess of ten (10) hours up to and including 12 hours for all employees working an agreed-to four-day/ten-hour work schedule. Overtime compensation at the double-time (2X) rate shall be paid for all hours worked in excess of 12 hours in any work shift. The end of a work shift is defined as a reasonable period of time off the job. Overtime shall be computed to the nearest one-half (1/2) hour.

- 3.7 Company shall not require employees who have been required to work overtime to take equivalent time off during a workday.
- 3.8 Overtime work shall be distributed among employees as equally as is practicable.

ARTICLE IV INCLEMENT WEATHER

- 4.1 Employees who report for work on a workday or for prearranged work on a non-workday and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than two (2) hours at the appropriate rate of pay. Employees receiving subsistence as provided for in Section 5.2 shall continue to receive such subsistence in addition to the amount provided for under this Section.

- (a) The determination for not working on an inclement day shall not be at the discretion of a recipient of inclement pay. The employees shall work on such days, unless specifically notified by Company supervision.

- 4.2 Subject to the approval of the General Foreman or Supervisor, those employees who, due to inclement weather or other excused absences were prevented from working forty (40) straight-time hours in a given workweek shall be permitted to work on a non-workday within the same workweek the number of hours necessary to total forty (40) straight-time hours for the week, but not to exceed eight (8) hours.

- (a) It is intended that when such cases occur, employees who did lay off from work because of inclement weather or other excused absences on a regular workday shall not be required to work on their next non-workday, but where agreement is reached between the General Foreman or Supervisor and the employee, the employee shall be allowed to do so.

ARTICLE V EXPENSES

- 5.1 If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of nine dollars (\$9.00) and time taken to consume such meals (30 minutes per meal) shall be

considered as time worked and paid at the appropriate rate therefore. On an agreed-to four-day/ten-hour schedule, an employee will be granted a meal after one-half (1/2) hour of overtime. Company may prearrange employees with agreed-to 4/10 schedules for ten-hour shifts on non-workdays with the same meal schedule as a regular workday. Employees provide their own first meal on prearranged shifts. Company is required to provide all meals or payments in lieu on emergency call-out shifts. (Amended 7/24/98)

- (a) If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, the employee shall be granted a meal allowance of nine dollars (\$9.00) and time taken to consume it. If the Company requires an employee working an agreed-to four-day/ten-hour schedule to perform work for more than one-half (1/2) hour beyond quitting time, the employee shall be granted a meal. Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate. If the employee opts to not take the meal, the employee shall receive nine dollars (\$9.00) and one-half (1/2) hour at the appropriate overtime rate in lieu of the meal. Employees are required to submit meal tickets to Company within 14 days. Meal claims not submitted within the 14-day interval are waived. (Amended 7/24/98)

5.2 Employees who are assigned to work outside their division shall be allowed seventeen dollars (\$17.00) per day as subsistence for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company. Company agrees to aggressively pursue compensation from their client utility for employee lodging and meal expenses when the Company locates employees beyond a reasonable commutable distance from their regular headquarters. (Amended 4/27/00)

- (a) Employees assigned to temporary work shall be paid an expense allowance for the following:
 - (1) Each scheduled day he works in his basic workweek or is prevented from performing such scheduled work by inclement weather conditions;
 - (2) each day he reports for prearranged work on a non-workday; and
 - (3) holidays which fall on a workday in his basic workweek.
- (b) Temporary work as used in this Article shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.

5.3 In other than emergency situations, the Company shall give at least forty-eight (48) hours' notice to an employee who is to be sent out of town for temporary work as defined in Section 5.2, in order that the employee may have time to prepare for the trip.

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Arbor Tree Surgery and IBEW 1245
11:56

IBEW 1245

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Table Agreement on General Contract Renegotiations

P.145 1/4

Arbor Tree Surgery and IBEW 1245

April 27, 2000

Company and Union agree to the following amendments to the current agreement.

1.1 Expand recognition to include City of Palo Alto and Sierra Pacific.

1.2 Substance is increased to \$17.00.

1.3 Employees who use their personal vehicle shall be reimbursed at the rate designated by Federal guidelines (2000- \$325 (thirty two and one half cents per mile). Company payment for fuel will be subtracted from this amount.

6.5 Under the provision of portability of benefits add item (f) "Medical Dental and Vision Benefits will be reinstated after the first full calendar month is worked by IBEW 1245 members formerly employed by the previous Union Line Clearance Tree Trimming contractor. Benefits are restored at the latest within 60 days."

8.0 Wage increase for Line Clearance Tree Trimmers:

P.G&E: 4.5% retroactive to 1/1/2000.

5.0% increase effective 1/1/2001.

Continuation of pooled efficiency bonus program. Company grants Union the right to audit all financial records relating to Line Clearance Tree Trimming per section 8.9. Company agrees employees may perform private tree trimming work per section 13.5.

Pacific Gas and Electric Central Coast, Los Padres and Mission Trails

	2000	2001
Foreman (12 months)	16.19	17.00
Foreman (6 months)	15.42	16.19
Start	14.75	15.49
Climber	14.58	15.31
Apprentice Climber		
18 months	12.73	14.42
12 months	13.01	13.66
6 months	12.23	12.84

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For example: a first step apprentice meets all top climber classification requirements except a Class B License for 24 months. During his 25th month he acquires a Class B License. The apprentice would immediately, upon providing Company actual evidence, assume the wage rate associated with 25 months of climbing experience: a top climber.

For example: A beginning Foreman is held at starting Foreman wage rate for 14 months for failure to acquire a Class B License. Once he acquired the class B license his wage rate would immediately be moved to the top working Foreman rate.

8.9 As agreed Union may audit Company financial records relating to Line Clearance Tree Trimming during the term of this agreement.

13.5 Company agrees that Arbor Line Clearance Tree Trimming personnel may perform private tree trimming work on their own time with their own equipment. Employees cannot solicit private work on Company time.

16.1 Term of the agreement shall take effect January 1, 1999 and shall continue in full force and effect until midnight December 31, 2001.


Steven G. Alvarez
President

Arbor Tree Surgery, Inc.
802 Paso Robles Street
Paso Robles, CA 93446

5/8/00
Date


Landis Martula (Senior Business Rep)

5/3/2000
Date

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TOTAL P. 25

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